

CRAVATH, SWAINE & MOORE

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9-181A002

RECORDATION NO. 16342-A FILED 1425

JUN 30 1989 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

June 29, 1989

Lease Agreement Termination (Partial)
effective as of June 30, 1989 with respect
to a Lease Agreement
Filed Under Recordation Number 16342

Dear Ms. McGee:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Burlington Northern Railroad Company for filing and recordation counterparts of the following document:

Lease Agreement Termination (Partial) effective as of June 30, 1989, between Burlington Northern Railroad Company and General Motors Corporation (Electro-Motive Division).

The Lease Agreement Termination (Partial) relinquishes all and any interest to the equipment described in and subject to the Lease Agreement dated as of March 28, 1989, which we have been advised was filed and recorded with the Interstate Commerce Commission on May 17, 1989, at 10:15 a.m., Recordation No. 16342.

Please file and record the Lease Agreement Termination (Partial) submitted with this letter and assign it Recordation Number 16342-A.

RECEIVED
JUN 30 1989
68.111.02.0

Mario Sygorth
Charles Paul

Enclosed is a check for \$13 payable to the Interstate Commerce Commission for the recordation fee for the Lease Agreement Termination (Partial).

Also enclosed is a true copy affidavit. Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument and this transmittal letter for your files. It is requested that the remaining counterparts of the document be delivered to the bearer of this letter.

Very truly yours,

Laurance V. Goodrich

Laurance V. Goodrich
as agent for
Burlington Northern Railroad
Company

Noreta R. McGee, Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.

BB

Interstate Commerce Commission
Washington, D.C. 20423

6/30/89

OFFICE OF THE SECRETARY

Laurance V Goodrich
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear: Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/30/89, at 8:40am, and assigned recordation number(s). 16095-E & 16342-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

LEASE AGREEMENT TERMINATION
(PARTIAL)

RECORDATION NO. 16342 A
FILED 1423

JUN 30 1989 -8 40 AM

INTERSTATE COMMERCE COMMISSION

This terminates the Lease Agreement, dated March 28, 1989, ("Lease") between Burlington Northern Railroad Company ("Railroad") a Delaware corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation only with respect to the following locomotives: 2750, 2751, 2752, 2753, 2754 and 2756 (hereinafter referred to as "Terminated Equipment"). The Lease and the hereinafter described recordation with the Interstate Commerce Commission ("ICC") with respect to locomotives 2755, 2758, 2759, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 3550, 3551, 3552, 3553, 3554 and 3555 continues in full force and effect.

WHEREAS, Railroad and EMD executed a Lease Agreement, dated March 28, 1989, relating to the equipment described in Exhibit A hereto ("Locomotives");

WHEREAS, the Lease was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. Section 11303, as recorded on May 17, 1989 at 10:15 a.m. Recordation No. 16342.

WHEREAS, the parties hereto desire to terminate and cancel the Lease with respect to the Terminated Equipment and to record this termination and cancellation;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Lease, effective June 30, 1989 with respect to the Terminated Equipment.
2. The parties agree to record this Agreement with the ICC so as to release the lien against the Terminated Equipment constituted by the Lease.
3. The parties agree that the Lease and the above mentioned recordation with the ICC shall continue in full force and effect with respect to locomotives 2755, 2758, 2759, 2925, 2926, 2927, 2928, 2929, 2930, 2931, 2932, 2933, 2934, 3550, 3551, 3552, 3553, 3554 and 3555.
4. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

Attest: 

BURLINGTON NORTHERN RAILROAD COMPANY

By: Edward Z Bauer

Title: SCMO.

SYSTEM CHIEF MECHANICAL OFFICER

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

Attest: _____

By: _____

John W. Jarrell

Title: Vice President & General Manager

IN WITNESS WHEREOF, Railroad and EMD have each caused this Termination Agreement to be duly executed by their authorized officers as of the day and year first above written.

BURLINGTON NORTHERN RAILROAD COMPANY

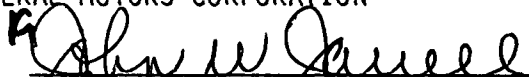
Attest: _____

By: _____

Title: _____

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION

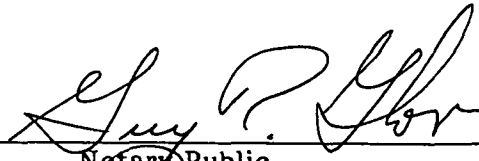
Attest: 

By: 

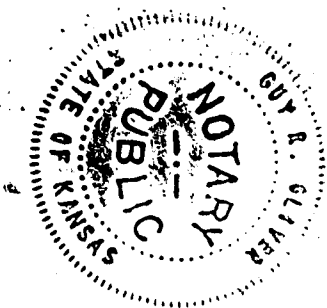
John W. Jarrell
Title: Vice President & General Manager

STATE OF KANSAS)
CITY OF OVERLAND PARK)
COUNTY OF JOHNSON)

On this 28th day of June, 1989, before me personally
appeared Edward L. Baverji to me personally known, who, being by
me duly sworn, did say that he is a SYSTEM CHIEF MECHANICAL OFFICER
of Burlington Northern Railroad Company, that the instrument was signed on
behalf of such corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument was the free
act and deed of such corporation.


Notary Public

My Commission Expires:
1-18-92



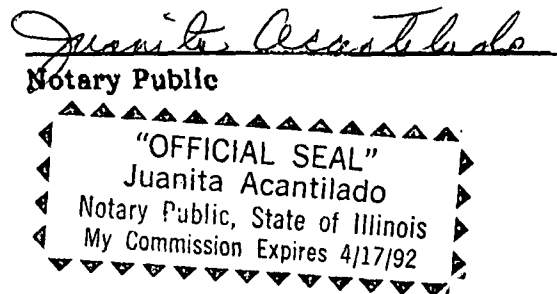
State of Illinois)
County of Cook) ss.

On this 28 day of June, 1989, before me personally appeared John W. Farrell, to me personally known, who, being by me duly sworn, did say that he is a Vice President and General Manager of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

My commission expires:

April 17, 1992

State of _____)
County of _____) ss.



On this _____ day of _____, 1989, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is a _____ of Burlington Northern Railroad Company, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

IN WITNESS WHEREOF, the undersigned has hereunto
affixed his signature this 29th day of June, 1989.

Laurance V. Goodrich

Caryn W. Sherman
Notary Public

CARYN W. SHERMAN
Notary Public, State of New York
No. 31-4633991
Qualified in New York County
Commission Expires August 31, 1990